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RECORDED NO. 18883-B FILED 1025

SEP 30 1994 4:10 AM

September 30, 1994

Lease and Indenture Supplement No. 2 Dated as
of September 30, 1994, Amending
Lease Agreement Filed Under Recordation No. 18883

Dear Mr. Strickland:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Union Pacific Railroad Company for filing and recordation counterparts of the following document:

Lease and Indenture Supplement No. 2 dated as of September 30, 1994, among The First National Bank of Boston, as Owner Trustee, Union Pacific Railroad Company, as Lessee and Harris Trust and Savings Bank, as Indenture Trustee.

Lease and Indenture Supplement No. 2 amends the Lease Agreement dated as of June 1, 1994, previously filed and recorded with the Interstate Commerce Commission on July 6, 1994, Recordation No. 18883.

Lease and Indenture Supplement No. 2 has been executed for the purpose of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof.

Please file and record Lease and Indenture Supplement No. 2 submitted with this letter and assign it Recordation Number 18883-B.

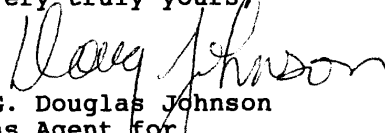
Counterparts to be filed.

SEP 30 9 05 AM '94
HARRIS TRUST AND SAVINGS BANK
LICENSING BRANCH

Enclosed is a check for \$18 payable to the Interstate Commerce Commission for the recordation fee for the Lease and Indenture Supplement No. 2.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,


G. Douglas Johnson
as Agent for
Union Pacific
Railroad Company

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Washington, DC 20423

Encls.

120A

18883-B
SEP 30 1994 - 9 10 AM
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 2

Dated as of September 30, 1994

Among

THE FIRST NATIONAL BANK OF BOSTON,
not in its individual capacity but solely
as Owner Trustee,

UNION PACIFIC RAILROAD COMPANY,

and

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

HOPPER RAIL CARS AND OTHER RAIL EQUIPMENT

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT DATED AS OF JUNE 1, 1994. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 HAS BEEN
FILED WITH THE INTERSTATE
COMMERCE COMMISSION PURSUANT
TO 49 U.S.C. §11303 AND DEPOSITED
IN THE OFFICE OF THE REGISTRAR GENERAL
OF CANADA PURSUANT TO SECTION 90 OF
THE RAILWAY ACT OF CANADA

[JOHNSON.UP/L-SUP.930/120A/4575]

LEASE AND INDENTURE SUPPLEMENT NO. 2, dated as of September 30, 1994 among The First National Bank of Boston, a national banking association, not in its individual capacity but solely as Owner Trustee under that certain Trust Agreement dated as of June 1, 1994 with FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation, UNION PACIFIC RAILROAD COMPANY, a Utah corporation, and HARRIS TRUST AND SAVINGS BANK, a Delaware banking corporation, as Indenture Trustee.

Lessor, Lessee and Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement, Lessor and Lessee have heretofore entered into a Lease Agreement and Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement, each dated as of June 1, 1994 (capitalized terms used herein without definitions having the meanings set forth in Schedule X to the Participation Agreement dated as of June 1, 1994, among Union Pacific Railroad Company, Union Pacific Holdings, Inc., First Union Commercial Corporation, The First National Bank of Boston and Harris Trust and Savings Bank (the "Participation Agreement"). The Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed by Seller on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date. The Participation Agreement, the Lease and the Indenture Supplement provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture.

ACCORDINGLY, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor and Indenture Trustee that Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 3 to the Participation Agreement for such Railcars, and in good working order and in conformance with all provisions of the Lease.

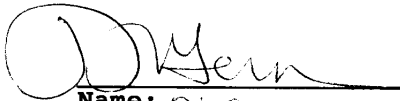
3. The aggregate Lessor's Cost of such Railcars is \$58,949,726.00 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each such Railcar are set forth on Schedule 1 hereto. The Stipulated Loss Value percentages, Termination Value percentages and Basic Rent applicable to such Railcars and to all other Railcars subjected to the Lease are set forth on schedules to the Lease unless replacement schedules are attached hereto in which case such replacement schedules shall apply to such Railcars and to all other Railcars subjected to the Lease.

4. In order to secure the prompt payment of the Obligations, Lessor has granted, assigned, transferred, pledged and set over a security interest unto Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) the Lease and this Lease and Indenture Supplement, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto Indenture Trustee and its successors and its assigns.

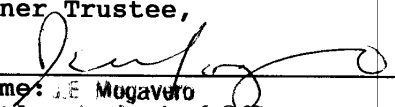
5. This Lease and Indenture Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest


Name: DL Germano

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

By: 
Name: J.E. Mugavero
Title: Authorized Officer

Attest

Name:

UNION PACIFIC RAILROAD
COMPANY,

By: _____
Name:
Title:

Attest

Name:

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

Name: _____

By: _____

Name:
Title:


Attest

UNION PACIFIC RAILROAD
COMPANY,



Name: T. E. Whitaker
Assistant Secretary

By: _____



Name:
Title: John B. Larsen
Assistant Treasurer

Attest

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

Name: _____

By: _____

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Lease and Indenture Supplement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury under the laws of the United States of America that the foregoing is a true and correct document and was executed and delivered on the date first above written.

Attest

THE FIRST NATIONAL BANK OF
BOSTON,
not in its individual
capacity but solely as
Owner Trustee,

Name:

By: _____

Name:
Title:

Attest

UNION PACIFIC RAILROAD
COMPANY,


Name:

By: _____

Name:
Title:

Attest

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee


Name: DANIEL G. DONOVAN

By: 

Name: KEVIN Q. HEALEY
Title: VICE PRESIDENT

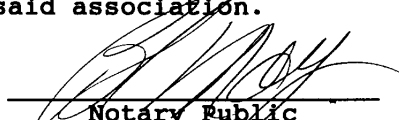
Receipt of this original counterpart of this Lease
and Indenture Supplement is hereby acknowledged this 30th
day of September, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF NORFOLK)

On this 21st day of September, 1994, before me personally appeared J.F. Mogavero, to me personally known, who, being by me duly sworn, says that he is a Authorized Officer of The First National Bank of Boston, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Notary Public
Bernadette L. May

[Notarial Seal]

My Commission Expires October 31, 1997

STATE OF)
)
COUNTY OF)

On this day of September, 1994, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

COMMONWEALTH

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On this 21st day of September, 1994, before me personally appeared John B. Larsen, to me personally known, who, being by me duly sworn, says that he is an Asst. Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen F. Owens
Notary Public

[Notarial Seal]

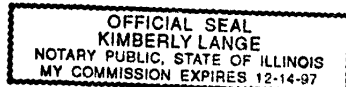
My Commission Expires

Notarial Seal
Kathleen F. Owens, Notary Public
Bethlehem, Lehigh County
My Commission Expires Oct. 19, 1996
Member, Pennsylvania Association of Notaries

[JOHNSON.UP/L-SUP.930/120A/4575]

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 21st day of September, 1994, before me personally appeared KEVIN O. HEALEY, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

[Notarial Seal]

My Commission Expires

STATE OF)
COUNTY OF) ss.:

On this day of September, 1994, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission Expires

[JOHNSON.UP/L-SUP.930/120A/4575]

SCHEDULE 1
to Lease and
Indenture
Supplement No. 2

SCHEDULE OF RAILCARS TO BE DELIVERED

<u>Quantity of Units</u>	<u>Description and Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
755	Covered Hoppers UP88568 and UP88596 - UP89349, both inclusive	\$46,689.00	\$35,250,195.00
230	Open Hoppers UP48205, UP48211, UP48216 and UP48218-UP48444, both inclusive	\$52,953.26	\$12,179,250.00
59	Bi-Level Autoracks UPL91058-UPL91116, both inclusive	\$42,460.00	\$2,505,140.00
47	Bi-Level Autoracks UPL91117-UPL91163, both inclusive	\$42,318.00	\$1,988,946.00
165	Bi-Level Autoracks UPL91164-UPL91328, both inclusive	\$42,583.00	\$7,026,195.00